

Vernon Environmental, Inc. (dba: VEI)  
3849 Klahanie Drive SE  
Suite 9202  
Issaquah, WA 98029

### Quotation for Services

<b>Client Name:</b>	Ethan Construction, LLC	<b>VEI Project Manager:</b>	Conrad Vernon
<b>Address:</b>	3100 Airport Way South Seattle, WA 98134	<b>Email Address:</b>	Conrad.vernon@comcast.net
		<b>VEI Office Address:</b>	VEI 3849 Klahanie Drive SE, Suite 9202 Attn: Conrad Vernon Issaquah, WA 98029 206.686.2469
<b>Contact:</b>	John Jack	<b>VEI Office Phone:</b>	206.686.2469
<b>Contact Phone:</b>	425.351.1467	<b>VEI Office Fax:</b>	206.686.2469
<b>Email Address:</b>	john@arieldevelopment.com	<b>Proposal Number:</b>	061013
<b>Fax Number:</b>	(206) 447-0289	<b>Proposal Date:</b>	

**Project Name:** Former Rainier Brewery -- Lead Based Paint (LBP) Survey, LBP & PCB Paint O&M Plans  
**Project Location:** 3100 Airport Way S., Seattle, WA  
**Scope of Work:** LBP identification, quantities, location, photographs, XRF Tech, Report, 167,00 sq ft, drawings, 50 LBP samples for analysis, XRF sampling, Draft LBP and PCB O&M Plans

<u>Category</u>	<u>Item</u>	<u>Est Qty</u>	<u>Rate</u>	<u>Unit</u>	<u>Line Total</u>
Survey	Project Scope:				
	LBP Survey	1	\$4,900	Each	\$4,900
	LBP O&M Plan	1	\$5,000	Each	\$5,000
	PCB Paint O&M Plan	1	\$5,000	Each	\$5,000
<b>Quote Total:</b>					\$14,900

**Deliverables:** Reports will be delivered electronically via email. 4-Hardcopy reports will be provided.

The undersigned is an authorized representative of Ethan Construction, LLC and authorizes Vernon Environmental, Inc. to proceed in accordance with the services described above and agrees that Ethan Construction, LLC will be responsible for payment.

**Client Name:** Ethan Construction, LLC  
**Authorized Signature:**  
**Title:**  
**Date:**

Terms of payment for services are due upon invoice receipt with interest added to unpaid balances as specified on our attached Terms and Conditions, which are included in this proposal.

Enclosures: Terms of Service

RCLLC 0003772

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

## TERMS AND CONDITIONS

### 1.0 SCOPE OF WORK

Vernon Environmental, Inc. (Company) shall perform various environmental technical services to the extent directed by Ethan Construction, LLC (Client) in accordance with this Agreement and the Proposal dated herein.

Client assumes full and complete responsibility for all uses of the work, report and recommendations developed under the assignment.

Company's policy is to maintain a complete file on each assignment for a period of two years from its inception. Thereafter, the complete file will be maintained only on written instructions to do so and payment of a storage fee. When requested, we will take possession of, and store for a period of one year, evidence that is pertinent to our investigation and report. By written request of the Client, it will be retained for additional periods. Company and Client agree that Company will not be held responsible for retention of file material or evidence after those periods.

### 2.0 PRICE

CLIENT shall pay COMPANY in accordance with the fee outlined in the proposal letter. However, the fee for services will not exceed \$16,500.00 unless prior authorization is obtained from CLIENT.

Professional services are provided on a lump sum basis. CLIENT may request an estimate of time or cost required for a project, but unless expressly agreed to the contrary, estimates are for budgeting purposes, not a fixed price quotation.

All time expended for the assignment will be billed, including but not limited to investigations, travel, CLIENT meetings, calculations, review of standards, specifications and drawings, preparation of reports, preparation for testimony, court waiting time and/or standby time requested by CLIENT.

We will invoice you each month for services provided and expenses incurred during the preceding month. Payment shall be made in U. S. dollars. Payments from foreign countries must be made by wire transfer in U.S. dollars as directed by COMPANY. COMPANY may withhold delivery of reports or data, either written or oral, and may suspend the performance of any further service obligations to the CLIENT pending the payment of all invoices greater than 60-days. If CLIENT does not pay COMPANY, through no fault of the COMPANY, within the time payment should have been made pursuant to these Terms and Conditions, the COMPANY may, without prejudice to any other available remedy, suspend or delay shipment, delivery and/or performance of any work for CLIENT until payment of the entire amount owing greater than 60-days is received by COMPANY.

In order to protect the interests of the CLIENT and avoid possible impeachment of testimony, COMPANY personnel are not required to appear for depositions, trials, or hearings pertaining to an assignment, unless all previous billings, greater than 60-days, on this assignment have been fully paid.

In any litigation involving CLIENT, or CLIENT and COMPANY, in which COMPANY is required or compelled by subpoena or judicial order to testify at a deposition or trial, or to produce documents regarding work performed by COMPANY for CLIENT, the CLIENT agrees to compensate COMPANY for all time spent and expenses incurred, including time spent in preparing for such testimony and reasonable attorneys fees incurred in connection with the foregoing. COMPANY will give prompt notice to CLIENT to allow the CLIENT to object to any such testimony or production of documents.

### 3.0 WARRANTIES

COMPANY warrants that the services performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable codes and standards established for such work by the industry. Company's liability in regard to the correction of any deficiencies attributable to services performed hereunder shall be limited to redoing without charge, any faulty work performed under this Agreement.

Re-performance of Company's work for a period of one year following completion of its work shall be the exclusive remedy and shall be in lieu of all other remedies, warranties or guarantees, (including any warranty of merchantability or fitness for particular purpose) whether expressed or implied and whether based upon contract, tort (including negligence), statute, strict liability or otherwise.

No other warranty express or implied is made. The Client indemnifies, will defend and hold harmless Company, its officers, directors and employees from any and all third party claims associated with its services.

### 4.0 TERMINATION

Should condition arise which, either in Client's or Company's opinion make it advisable or necessary to discontinue work hereunder, then either party shall have the right to terminate the work by thirty (30) days written notice. Thereafter, COMPANY shall do only such work as may be necessary to protect the work performed or as may be requested by CLIENT. COMPANY shall be paid for the work performed up to and including the date of termination on the same basis as is heretofore set forth.

### 5.0 DELAYS

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state and local government authorities and regulatory agencies, or other events which are beyond the reasonable control of the other party that could not have been reasonably foreseen or prevented.

### 6.0 LIMIT OF LIABILITY

It is understood and agreed that the pr has been established in recognition that Company's all cumulative liability for all representations (including Client's indemnification obligation regarding third party claims arising from Company negligent or willful acts), warranties, guarantees, defenses, and other obligations arising as a result of its entering into this Agreement shall in no event exceed the amount paid by CLIENT to COMPANY for performance of the Work.

#### 0 HAZARDOUS SUBSTANCE CLAIMS

- (a) In the event that Company's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below; COMPANY shall reimburse CLIENT for its costs and liabilities incurred under this Article to the extent caused by COMPANY, in an amount not to exceed that specified in Article 6.
- (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCBs, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances").

#### 0 RELATIONSHIPS OF PARTIES

COMPANY shall at all times be an independent contractor and shall not claim to be an agent, officer, or employee of CLIENT and shall not have authority to make any commitment on behalf of CLIENT, except to the extent that such authority shall be expressly conferred in writing.

#### 0 TERMS OF PAYMENTS

CLIENT shall pay or cause to be paid to COMPANY for the true and faithful performance of all of services herein and contained under this agreement, the amounts set forth in Company's proposal. Upon completion of the work, every thirty (30) days or as soon thereafter as practicable, COMPANY shall invoice CLIENT for the services performed. Invoices issued to and approved by CLIENT shall be due and payable within 30-days.

#### 0.0 CONFIDENTIALITY

COMPANY agrees not to divulge to third parties, without written consent of CLIENT, any information which relates to the technical or business activities of CLIENT unless: (i) the information is known to COMPANY prior to obtaining the same from CLIENT; (ii) the information is, at the time of disclosure by COMPANY, then in the public domain, or (iii) the information is obtained by COMPANY from a third party who did not receive same, directly or indirectly from CLIENT and who has no obligation of secrecy with respect thereto. COMPANY further agrees not to disclose without the prior written consent of CLIENT, any information developed or obtained by COMPANY in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), or (iii) above.

If so requested by CLIENT, COMPANY further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Agreement.

#### 11.0 ENTIRE AGREEMENT

The Terms and Conditions and the Engagement Letter shall form the entire agreement between the parties hereto with respect to the subject matter. No oral representations of any officer, agent or employee of COMPANY or CLIENT, either before or after execution of this agreement, shall affect or modify any obligation of either party hereunder. CLIENT agrees that it has not been induced to enter into this agreement by any representations, statements or warranties of COMPANY or any officer, agent or employee of COMPANY, other than those herein expressed.

Venue for any legal action brought pursuant to this contract shall be in Seattle, WA. Washington law will apply to any such proceeding.